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PATENT

Serial No. 09/954,507

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Richard A. Howes et al.

Serial No.: 09/954,507

Filed: September 12, 2001

Group Art Unit: 2666

Examiner: Inder P. Mehra

For: METHOD AND APPARATUS FOR MAINTAINING
CONNECTION STATE BETWEEN CONNECTION
MANAGER AND A FAILOVER DEVICE

Commissioner for Patents

P.O. Box 1450

Alexandria, Virginia 22313-1450

Dear Sir:

**TERMINAL DISCLAIMER TO OBLIGATE A DOUBLE
PATENTING REJECTION (37 C.F.R. §1.321 (c)) AND
CERTIFICATE UNDER 37 C.F.R. §3.73 (b)**

I, Mallun Yen, Managing Director, Worldwide Intellectual Property, of Cisco Technology, Inc. 225 W. Tasman Drive, San Jose, California 95134, represent that Cisco Technology, Inc. is the assignee and the exclusive owner of the entire right, title and interest of, in and to application Serial No. 09/954,507, filed on September 12, 2001, for METHOD AND APPARATUS FOR MAINTAINING CONNECTION STATE BETWEEN CONNECTION MANAGER AND A FAILOVER DEVICE, as indicated by the Assignment Records of the U.S. Patent and Trademark Office at Reel 9834, Frame 0620 and at Reel 012536, Frame 0950; and certify that to the best of assignee's knowledge and belief, title is in the assignee seeking to take action; and that I am empowered to act on behalf of assignee.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true. Furthermore, I declare that these statements are made with the knowledge that willful false statements and the like

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so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the Application or any patent issuing thereon.

Cisco Technology, Inc. hereby disclaims the terminal part of any patent granted on the above-identified application, that would extend beyond the expiration date of U.S. Patent No. 6,366,558 granted April 2, 2002, also assigned to and owned by said Cisco Technology, Inc. as indicated by the Assignment Records of the U.S. Patent and Trademark Office at Reel 9834, Frame 0620 and Reel 012536, Frame 0950, and hereby agree that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent No. 6,366,558, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successor or assigns.

Petitioner, however, does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration of the full statutory term of the above-referenced U.S. Patent No. 6,366,558, in the event that one or more of the following occurs: U.S. Patent No. 6,366,558 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The \$130.00 fee required by 37 C.F.R. 1.20(d) is submitted herewith and believed to be correct. However, the Commissioner is hereby authorized to charge any underpayment or credit any overpayment of fees to Deposit Account No. 02-0384 of Baker Botts, L.L.P.

Respectfully submitted,



Mallun Yen
Managing Director
Worldwide Intellectual Property

September 6, 2005
Date